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When completed, the paper box with the corpse in it was placed in the wooden box and lowered. The grave was then filled to a level with the surrounding ground, defendant assisting by tramping the dirt as it was being put back into the grave. No services of any kind were held at the grave. Do these facts constitute a crime? The court holds that it was the right of defendant to select the place where his child should be buried, and he violated no law or duty in selecting a spot in the woods, rather than in a cemetery. There is no rule of law defining how a corpse shall be dressed for burial, or the character of coffin or casket in which it should be inclosed, or the material out of which the box in which the coffin is to be placed shall be made, or the depth of the grave; nor is it an offense not to notify relatives and friends so that they may be present at the interment, for they have no legal right to be present. There is no law imposing upon those having in charge the burial of the dead any duty to have the interment accompanied with religious ceremony. The court concludes with the following: "It was no doubt the extreme miserly and niggardly disposition manifested by appellant that aroused the indignation of his neighbors, causing the indictment, and ultimately induced the jury to assess the fine against him, which it did. While, by the facts in the record, appellant is shown to be a man utterly lacking in parental instincts, he has kept himself within the pale of the law. At the conclusion of the evidence the trial judge should have directed a verdict in his favor."

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**Compromise by Attorneys at Law.**—While the authorities differ as to the power of an attorney to compromise his client's case without special authority, Weeks on Attorneys, § 228, it seems to be well settled that an attorney who compromises his client's case against the latter's express instructions is not entitled to any compensation, although he acted in the best faith for the interest of his client and believed that he made a good settlement of the case. *Rogers v. Pettigrew* (August, 1912), 138 Ga. 528.

A litigant has the right to insist that his case be adjudicated according to the established rules of law and procedure. When he instructs his attorney not to compromise his case, the attorney is bound by such instructions, and is not at liberty to violate them, even though the attorney honestly believes a compromise settlement would be to the best interest of his client. If he violates his instruction in this respect, he forfeits all right to compensation. *Rogers v. Pettigrew*, 138 Ga. 528, 529.

And it has been held by the court of Queen's Bench that if the attorney enters into a compromise against the express direction of his client, he is liable in an action for damages, and it is no defense that associate counsel advised the settlement. *Fray v. Vowles*, 1 El. & E., 5 Jur. N. S. 1253.